



POUNDEX ASSOCIATES CORP.

21490 Baker Parkway, City of Industry, CA 91789

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TERMS AND POLICIES

NEW ACCOUNT:

Proof of resale status is required to be verified prior to opening an account at Poundex. In the case of multiple store locations, each location will be assigned to an individual account. Please refer to Poundex's Account Activation Requirement for more details.

INACTIVE ACCOUNTS:

For any customer whose account has been inactive for more than 6 months, re-submission of account activation materials will be required.

PRICING:

All prices exclude freight/shipping/handling charges. West Price: Southern California Warehouse: East Price: Texas Warehouse. We will advise you which pricing applies to you. Prices are subject to change at any time.

PAYMENT:

Poundex accepts cash, cashier's check, wire transfer and credit card (Visa / Mastercard; no Discovery card) as valid payment methods. All transactions are cash and carry or pre-paid based. Any non-self-pickup order needs to be pre-paid, C.O.D with bonded freight carrier. Company checks will be accepted after the first 4 orders after an account is opened; each company check must have a valid company name and address info matching with the resale certificate. No temporary or personal check will be accepted. A \$20 fee will be applied for each NSF check. Paying with NSF check will put the customer account responsible on "cash account" status for the next 6 months. Poundex reserves the right to employ a collection agency to retrieve balances on its past due accounts. It is the debtor's sole responsibility to handle all fees incurred by the collection process

SELF PICKUP CUSTOMERS:

No minimum order amount is required for self-pickup customers. Warehouse pickups and dock loadings are reserved for current Poundex customers only. Visiting guests (Non-Poundex customers) are strictly forbidden to enter the warehouse area or pick up any part or product. At the time of order pickup, customers need to sign the 'warehouse copy' of all invoices. It is the customer's responsibility to load all merchandise onto outbound transportation in secured positions. Poundex is not liable for any freight damage once the merchandise leaves its warehouse. Any merchandise left behind is not eligible for invoice adjustment or credit request.

SHIPPING CUSTOMERS:

Poundex collects a \$25 fee for each drop ship order. Shipping customers are responsible for all freight charges. Poundex will not assume any responsibility if merchandise is damaged in transit. Any merchandise left behind is not eligible for invoice adjustment or credit request.

RESTOCKING FEE:

There will be a 20% restocking fee for each invoice on all returned merchandise. Merchandise returned due to an error in ordering incurred, not on the part of Poundex, will be subject to charge 20% restocking fee.

RETURNS / EXCHANGES:

All item returns or exchanges must be made within **30 days** from the original invoice date. Claims for defects or missing parts must be made within **60 days**. Any returned merchandise will be examined before a credit or replacement can be issued. Poundex reserves the right to issue a part replacement for minor defects. All returns are reimbursed via store credit only. Please examine each piece before assembly. No returns will be accepted for mattresses and items that are sold 'AS IS', including showroom models, discontinued sets, product damage by power tool and special pallet items. Due to state laws and regulations (Civil code section 1723) citing health concerns, no return, exchange, or refunds are offer for mattresses, unless proven to have manufacturer's defects

SHOWROOM RULES:

Poundex showroom is intended to display merchandise for show case purpose only and is not open to the public. Due to liability concerns, all children under the age of 12 must not enter the showroom and remain in the lobby area with adult supervision. Food and drinks are also not allowed in the showroom. Poundex reserves the right to refuse showroom entrance to any customer due to non-compliance with its rules. Any pet brought on onsite must always be on a leash or held by the owner in the lobby area.

I certify that I have read, understood, and agree to the terms and policies listed above

Company Name: _____ Print Name: _____

Title: _____ Signature: _____ Date: _____